

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ELIGIO TORRES, JR. and IRENE CORREA,)	
)	
Plaintiffs,)	No. 1:12-cv-07844
)	
v.)	The Honorable
)	JOAN B. GOTTSCHALL,
CITY OF CHICAGO, HENRY PENA, HECTOR)	Judge Presiding
ROMERO, and ANDREW ROWE,)	
)	
Defendants.)	
)	
)	
)	
)	

RELEASE AND SATISFACTION OF JUDGMENT

Plaintiffs, ELIGIO TORRES, JR. and IRENE CORREA, by and through their counsel, Jackowiak Law Offices, and Defendant OFFICER HENRY PENA, in his individual capacity by Quintairos, Prieto, Wood & Boyer, P.A., through his counsel, Anthony L. Schumann and the CITY OF CHICAGO, a municipal corporation, by and through counsel, Steffanie N. Garrett, Deputy Corporation Counsel of the City of Chicago, hereby stipulate to the following release and satisfaction of judgment:

1. On December 23, 2015, the Court entered an amended judgment on a jury verdict in favor of Plaintiffs. The jury found against Defendant Officer Pena on plaintiff's malicious prosecution claim, and in favor of Plaintiffs Torres and Correa. The jury awarded Plaintiff Torres compensatory damages in the amount of \$40,000 and awarded Plaintiff Correa compensatory damages in the amount of \$30,000. The

jury also awarded Plaintiff Torres punitive damages in the amount of \$60,000 and Plaintiff Correa punitive damages in the amount of \$45,000 against Officer Pena.

2. The City of Chicago agrees to indemnify Officer Pena for the entire amount of the compensatory damages awarded, \$70,000, in final and full satisfaction of those compensatory damages from this amended judgment. The City also agrees to make payment for court costs taxed and applicable interest on the judgment. The City will make all reasonable efforts to ensure that the payment for the compensatory damages award, including costs and interest, is made within 30 days of the execution of this agreement.

3. Officer Pena agrees to payment of \$15,000, in final and full satisfaction of the punitive damages award against him from this judgment. Officer Pena will make all reasonable efforts to ensure that payment is made within 20 days from execution of this agreement.

4. Plaintiffs agree to dismiss their pending appeal within 14 days from the execution of this agreement.

5. The parties agree that after Officer Pena has made payment, Officer Pena will file in the district court a motion for indicative ruling that the district court would vacate the judgment of liability against him. The motion will include language to the effect that the parties have agreed to resolve the case and that Officer Pena is filing the motion as part of that agreement. Plaintiffs agree that the motion will be styled an "Unopposed Motion" and will represent in its text that plaintiffs do not oppose the motion if the case were remanded. Officer Pena agrees

to dismiss his pending appeal within 14 days of the appellate court remanding the case to the district court, if the district court grants this motion for indicative ruling to vacate the judgment of liability, or within 14 days of the district court denying this motion.

DATED: September 21, 2017:

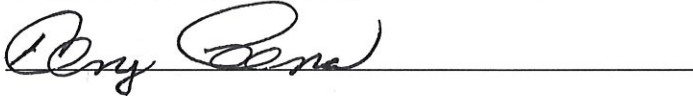
PLAINTIFF ELIGIO TORRES, JR.,
individually:

A handwritten signature in black ink, appearing to read 'Eligio Torres, Jr.', written over a horizontal line.

PLAINTIFF IRENE CORREA,
individually:

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DEFENDANT HENRY PENA,
in his individual capacity

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THE CITY OF CHICAGO, a municipal corporation
by its attorney Edward N. Siskel

By:

A handwritten signature in blue ink, appearing to read 'Steffanie N. Garrett', written over a horizontal line.

Steffanie N. Garrett
Deputy Corporation Counsel